

AGREEMENT

BETWEEN

TOWNSHIP OF DENVILLE

and

DENVILLE TOWNSHIP SUPERVISORY
EMPLOYEES' ASSOCIATION

January 1, 1992 to December 31, 1993

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DENVILLE TOWNSHIP SUPERVISORY EMPLOYEES' ASSOCIATION AGREEMENT

PREAMBLE

This agreement, entered into this *24th* day of *July* for the years 1992 and 1993 by and between the Township of Denville, a Municipal Corporation of the State of New Jersey, having its principal office at 1 St. Mary's Place, in the Township of Denville, County of Morris and State of New Jersey, hereafter designated as "DENVILLE" or "THE TOWNSHIP" and the DENVILLE TOWNSHIP SUPERVISORY EMPLOYEES' ASSOCIATION, hereafter called the "ASSOCIATION".

W I T N E S S E T H

WHEREAS, THE TOWNSHIP has an obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the ASSOCIATION as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the TOWNSHIP and the ASSOCIATION agree:

ARTICLE I

RECOGNITION CLAUSE

The TOWNSHIP HEREBY RECOGNIZES THE ASSOCIATION as the exclusive representative for collective negotiations on all matters pertaining to wages, hours and other terms and conditions of employment for all full time employees of the TOWNSHIP, but excluding Police, Public Works Employees, Confidential Employees, Temporary Employees, members of the DENVILLE TOWNSHIP EMPLOYEES ASSOCIATION.

For purposes of this Article, all full time employees are those who work more than 20 hours per week on a regular employment basis.

ARTICLE II

MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

The TOWNSHIP, on its own behalf and on behalf of the citizens of the Township of Denville, in the County of Morris and State of New Jersey, does hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitutions and laws of the United States of America and the State of New Jersey, including, but not limited to, the following rights:

- (a) The executive management and administrative control of the TOWNSHIP and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

- (c) To determine work schedules, the hours of work and the duties, responsibilities and assignments of all employees, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties, responsibilities by the Township of Denville, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, so long as they are in compliance with the Constitutions and laws of the United States of America and the State of New Jersey. Nothing contained herein shall be considered or construed to deny or restrict the Township of Denville of its rights, responsibilities and authority under municipal and other laws of the State of New Jersey or any other federal, state, county, regional district or local laws, rules, regulations, directives or orders applicable to the operation and performance of its function.

ARTICLE III

SICK LEAVE

A. Each regular, full time employee covered by this Agreement shall be entitled to compensable sick leave of eighteen (18) days per year. All unused sick days may be accumulated without limitation, with a maximum of 120 days credited toward retirement as terminal pay, after ten (10) or more years of service. The 18 days, which are added on the first day of each year, will be used throughout the year before deduction from accumulation.

B. A member of this unit may choose to add 1/3 of his unused sick days from the immediately preceding year to his vacation time for the current year and return 2/3 of the unused sick days to the Township.

C. After accumulation of 120 sick days, a member of this unit may choose to continue to add all of his unused sick days from the immediately preceding year to his accumulation of sick days. If the unit member is ill during his employ he may make use of all of his accumulated days. If the unit member leaves the employ of the Township he will be entitled to a cash payment at his then current rate of pay for 1/3 of the accumulated sick days in excess of 120 even if he does not enter the retirement system. If the unit member is terminated for cause or takes employment where the full number of accumulated sick days are recognized and transferred, the Township will not be obligated to compensate the unit member for same. This option shall not affect the right to compensation for unused sick days at full value upon retirement.

D. A member of this unit shall notify the Township of his or her election regarding B or C above on or before March 1 of the succeeding year.

E. To qualify for regular pay under the provision of this Agreement on account of illness, absences for five or more consecutive calendar days must be supported by a physician's certificate as to the specific cause of absence, when requested by the Business Administrator. Failure to provide such a physician's certificate shall result in

the forfeiture of vacation and holiday benefits in the amount of time equal to the absence, or loss of pay, if the employee's vacation entitlement has been exercised and used during that year. All payment for sick leave entitlement shall be subject to the approval of the Business Administrator of the Township of Denville.

F. It is understood and agreed between both parties that sick days during a holiday shall not be charged against the employee's sick time and the employee shall receive full holiday pay within the terms of this Agreement providing, however, that the employee has had five (5) months consecutive service with the Township.

G. It is understood and agreed that 3 of the 18 compensable sick leave days can be used, in one calendar year, when a member of the immediate family, residing in the household, is ill, requiring the employee's attendance.

ARTICLE IV

BULLETIN BOARD

The Township shall provide a bulletin board for the use of the Association in a place that is accessible to all employees. This bulletin board may also be used for the posting of official Township communications.

ARTICLE V

JOB POSTINGS

The Representative of the Association will be notified of all permanent vacancies or promotion opportunities for full time positions incorporated in the agreement and a posting will be provided on the Employees' bulletin board, for a minimum of five work days.

All applicants for vacancies and/or promotional positions shall receive an interview as well as a written reply as to the status of the position(s) in questions.

It is agreed that, where practicable, preference will be given to the candidates who qualify from within the bargaining unit for a vacant or newly created position.

It is specifically understood and agreed that the Township reserves the sole right to make all final decisions with regard to promotions or filling vacant positions, including temporarily filling a vacancy for emergency reasons, prior to posting.

ARTICLE VI

DUES CHECK-OFF

A. The Township agrees to deduct monthly Association membership dues from the pay of those employees who individually and voluntarily request in writing that such deductions be made on a form agreed upon between the Township and the Association and consistent with applicable law. The amounts to be deducted shall be certified to the Township by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Association by the 15th of the month after the month in which such deductions are made.

B. Any written dues deduction authorization form may be withdrawn by an employee, in writing, and said deduction shall be discontinued as of January 1 or July 1 next succeeding the date on which the Notice of Withdrawal is filed.

C. The Association agrees to indemnify and hold harmless the Township from any cause of action, claims, loss or damages incurred as a result of this clause.

D. The Township agrees to comply with all the revisions of the New Jersey Employer-Employee Relations Act as amended, to establish an "agency shop" in the public sector, effective July 1, 1980. The fair share payment for non-members of the Association shall be 50% of the established dues structure and shall be made payable in accordance with the "Agency Shop Act".

ARTICLE VII

PERSONAL LEAVE OF ABSENCE

All Employees shall be entitled to the following temporary leaves of absence, with pay:

A. **Jury Duty:** When called for jury duty and for the duration of such service, however, the employee will be expected and required to report for work at such times as his presence as a juror is excused. The Township shall have the right to request certification from the Clerk of the Court setting forth the period of such jury duty service. Employees shall not be required to return payment for service as a juror and/or said amount shall not be deducted from their salary.

B. **Bereavement Leave:** Each employee covered by this Agreement shall be entitled to three off duty days with pay, on the days immediately following the death of spouse, children, mother, father, sisters or brothers, mother-in-law, father-in-law, grandparents and grandchildren, providing the employee attends the funeral. The Township reserves the right to request proof of relationship provided employee attends funeral services. In special cases at the discretion of Administration and approval by the Mayor or Business Administrator, additional leave, with or without pay, may be granted when requested by an employee.

C. **Personal Leave:** Each member covered by this Agreement shall be entitled to three personal leave days per calendar year providing the employee gives notice to the Office of the Business Administrator prior to the start of the work day when the employee requests personal leave.

ARTICLE VIII

LEAVE WITHOUT PAY

All employees shall be entitled to the following temporary leaves of absence, without pay:

A. **Marriage Leave:** Upon written request, subject to approval by the Mayor, after the recommendation by the Business Administrator, a leave of absence, without pay, for the purpose of being married, may be granted an employee. Said leave is not to exceed a period of one week.

B. **Maternity Leave:** Both parties agree that a Maternity Clause will be incorporated in this Agreement to conform with the New Jersey State Law.

C. **Other Leaves of Absence:** Leave of Absence with full loss of salary may be granted by the Township for a limited and definite period. No request for a leave of absence will be considered (1) until written application containing a statement of reasons for leave has been filed with the Business Administrator and (2) until the Business Administrator has submitted to the Mayor and the Council her recommendation with respect to the application.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definitions:

1. The term "grievance" means a complaint by an employee that, as to the employee, there has been an inequitable, improper, or unjust application, interpretation, or violation of this Agreement.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Employee is defined as all employees covered under the terms of this Agreement.

B. **Purpose:** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees as defined in this Agreement, solely restricted to the terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Grievance:** Should any dispute or difference arise between the Township and the unit representative or its members as to the interpretation, application or operation of any provision of this Agreement, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows, unless any step thereof is waived by mutual consent:

FIRST: A meeting shall be held between the grievant, with the unit representative and attorney, if so desired, and the Business Administrator within ten (10) calendar days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Business Administrator shall give his/her written answer within five working days after the meeting.

It is specifically understood and agreed between both parties that failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

An employee processing a grievance shall be free from restraint, interference, coercion, discrimination or reprisal.

SECOND: If the grievance is not settled at the first step, the grievant or the Representative from the Association may make written request for a second step meeting within twenty (20) calendar days after the answer is given at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) working days after the answer is received at the first step. The Business Administrator shall set a meeting within five (5) working days after the request is received, or for such other time as is mutually agreeable. This second step meeting shall be between the Mayor of the Township acting on behalf of the Township, and the grievant, with the Association's representative and the grievant's attorney if the grievant has counsel. The Township's answer to the second step shall be delivered to the Association within five (5) working days after the meeting.

A disciplined employee may, at option, proceed initially to the second step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Mayor within five (5) working days after the discipline or the option under this section shall be deemed waived. The second step grievance meeting on disciplinary matters shall be held within ten (10) working days after a request unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the Association representative is not satisfied with the handling or result of the grievance at the second level, he may, within fifteen (15) days, notify the Mayor of the Township in writing, that he wishes to take the matter to arbitration. It is expressly understood and agreed that the submission of this matter to arbitration under the terms and conditions set

forth herein shall be a condition precedent to the institution of any civil action in a court of competent jurisdiction, and that the failure to proceed through the grievance procedure set forth in this Agreement shall be grounds for dismissal of such civil action.

Within ten (10) working days after such written notice of submission to arbitration, the Business administrator of the Township and the Association's representative shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator's decision shall be in writing, and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision of an act prohibited by law, or which is violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Township and to the Representative, and shall be binding upon the parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Township and the Association. Any additional expenses incurred shall be paid by the party incurring same.

ARTICLE X

HOLIDAYS

All employees covered under the terms of this Agreement shall be entitled to the listed holidays with pay:

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day and
Friday after Thanksgiving

Christmas Day

1992 Floating Holiday -
July 6, 1992

1993 Floating Holiday -
July 2, 1993

When any of the above-mentioned legal holidays fall on a Saturday or a Sunday, such holiday shall be celebrated on either the Friday before or the Monday after, as designated by the Township. To be entitled to any of the above paid holidays, the employees must work the regular work days before and after such holiday, except if the holiday falls during an employee's vacation period, in which event the employee will receive an additional day of vacation.

Any time that the Municipal Office is closed at the direction of the Mayor, employees covered under the terms of this Agreement will be given a day off with pay.

ARTICLE XI

GROUP INSURANCE BENEFITS

A. The township agrees to pay 100% of the premium costs of the existing health plan coverage, including Blue Cross, Blue Shield, Major Medical and Rider J, or equivalent insurance coverage for all full time employees covered under the terms of this Agreement, and their immediate families (spouse and eligible children).

B. The Prescription Plan for immediate families (spouse and eligible children) will have a \$2.00 deductible clause payable by the employee at the time of issuance of a prescription.

C. The Township agrees to pay \$300 in 1992 and \$350 in 1993 for each Supervisor, as a stipend to be used towards deductible of health benefits.

ARTICLE XII

DENTAL

The Township shall provide, at the Township's cost and expense, a Dental Plan provided by the New Jersey Dental Service Plan, Inc., which plan is commonly known as "The Delta Dental Plan" covering each employee and his immediate family.

ARTICLE XIII

VISION

The Township shall provide, at the Township's cost and expense, a Vision Plan provided by Vision Service Plan, covering employee only.

ARTICLE XIV

WORK RELATED EQUIPMENT AND TUITION

The Township shall provide work related equipment, such as foul weather gear or uniforms, when required and approved by the Business Administrator.

Tuition for work related courses will be paid when required and approved by the Business Administrator.

ARTICLE XV

HOURS OF WORK

Full-time employees covered under the terms of this Agreement shall work seven hours per day, five days per week. In the event that an employee is required to perform duties in excess of 35 hours in one calendar week, said employee shall be compensated at straight time (1/70) of the biweekly salary per hour to 40 hours, and in excess of 40 hours in one calendar week, at time and one half (3/140) of the biweekly salary per hour for each hour worked or major fraction thereof, all provided advance approval is granted by the Business Administrator. See Stipulation re Assistant Superintendent of Water and Sewer.

Call Out: Beginning in 1992 the following job titles will be compensated for a minimum of two (2) hours call out time at the time and one-half rate for work in excess of 40 hours per week during the hours of Monday through Friday between the hours of 11:00 p.m. and 7:00 a.m. and the weekend hours being 11:00 p.m. Friday through 7:00 a.m. Monday.

Court Administrator

Superintendent, Building & Grounds

Assistant Superintendent, Water & Sewer

ARTICLE XVI

VACATION

Each regular full-time employee covered under the terms of this Agreement shall be entitled to the following vacation schedule:

<u>Length of Continuous Service</u>	<u>Vacation</u>
Over 4 months to 1 year	1 day per month, starting with the fifth month of employment
After 1 year to 4 years	10 working days
After 4 years to 14 years	10 working days plus 1 day per year of service after fourth year
After 14 years to 19 years	20 working days plus 1 day per year of service after fourteenth year
After 19 years	25 working days plus 1 day per year of service for each year in excess of 19 years, up to a maximum of 30 working days

Vacation eligibility shall be calculated from the date of employment through the 30th day of June.

Administration reserves the sole right to allow an employee to forego earned vacation.

The accruing of vacation shall be strictly prohibited unless approved by the Business Administrator. In any event, such accrual shall not exceed the earned days of the previous year.

See ARTICLE III re vacation time for unused sick leave.

ARTICLE XVII

MISCELLANEOUS

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties.

NON-DISCRIMINATION

The Township and the Association both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality, sex, or association membership.

PRESIDENT'S RELEASED TIME

The Association President, or designee, appointed annually, designated in writing shall be allowed released time, without loss of pay, from assigned duties, for the investigation of grievances, handling of grievances and arbitration purposes, and providing that

such released time is approved by the immediate supervisor and counter-approved by the Township Business Administrator. It is agreed between both parties that if there is an abuse of the aforementioned released time, the Township has the sole right to discontinue this practice for the Association President.

DISTRIBUTION OF AGREEMENT

After the signing of this Agreement, the Township, at its expense, will reproduce this Agreement in sufficient quantities so that each employee in the unit may receive a copy, and so that there are sufficient and additional copies of this Agreement for distribution to employees subsequently hired.

MAINTENANCE OF BENEFITS

All working conditions in effect on the date of the execution of this Agreement shall be continued for the duration of this Agreement.

TRANSPORTATION EXPENSE

All mileage, in lieu of actual expenses of transportation, allowed any employee covered under the terms of this Agreement, travelling by his own vehicle on approved municipal business away from the designated post of duty, shall be at the rate of \$.25 per mile.

ARTICLE XVIII

SALARIES

Employees covered under the terms of this agreement shall have their salaries increased by 4.5% in 1992, retroactive to January 1, 1992 and 5% in 1993 payable on January 1, 1993. Payment of 1992 increase to be made within 30 days after signing of this Contract.

Commencing January 1, 1993 the Township at its discretion and subject to notification to the Association, shall have the right to make an adjustment in the salary of an employee covered under the terms of this Agreement to increase the salary provided for herein where circumstances of increased workload and responsibility exists. The Association, also, at its discretion may request a review of an employee's salary for the aforementioned reasons.

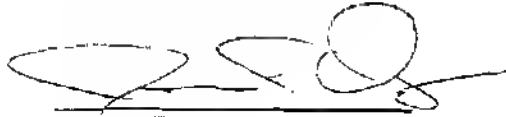
ARTICLE XIX

TERM OF CONTRACT

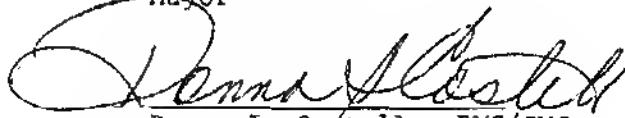
This Agreement shall become effective on the first day of January 1992 and shall remain in full force and effect for a period of two (2) years and shall expire on the thirty-first day of December 1993.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and have set their hands and seals thereon, executing this Agreement by their duly authorized agents this 24th day of July 1992.

TOWNSHIP OF DENVILLE

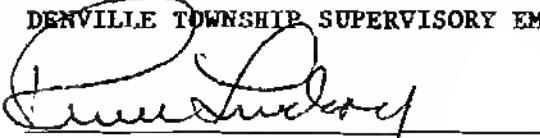


James F. Dyer
Mayor



Donna I. Costello, RMC/CMC
Township Clerk

DENVILLE TOWNSHIP SUPERVISORY EMPLOYEES' ASSOCIATION



Russell Lindsay, President

SALARY SCHEDULE

<u>Title</u>	<u>1992 Salary</u>	<u>1993 Salary</u>
Supt., Bldgs & Grounds	\$44,855	\$47,098
Asst. Supt., Water/ Sewer	\$45,486	\$47,760
Construction Official	\$51,804	\$54,394
Court Clerk	\$30,956	\$32,504
Engineer	\$59,258	\$62,221
Health Officer	\$47,869	\$50,262
Tax Assessor	\$39,472	\$41,446
Tax Collector	\$38,852	\$40,795
Utilities Collector	\$29,365	\$30,833
Purchasing Agent	\$29,060	\$30,513
Planner	\$50,035	\$52,537

<u>Title</u>	<u>Minimum</u>	<u>Maximum</u>
Supt., Bldgs. & Grounds	\$30,000	\$48,000
Asst. Supt., Water/Sewer	\$30,000	\$48,000
Construction Official	\$32,000	\$56,000
Court Clerk	\$22,000	\$33,500
Engineer	\$47,000	\$63,000
Health Officer	\$30,500	\$51,000
Tax Assessor	\$30,000	\$43,000
Tax Collector	\$24,000	\$42,000
Utilities Collector	\$23,000	\$36,500
Planner	\$28,500	\$54,000
Purchasing Agent	\$22,000	\$32,000

STIPULATION OF AGREEMENT

It is understood and agreed between both parties that part-time employees currently employed by the Township, receiving fringe benefits, shall continue, during their tenure, to maintain those benefits. However, any part-time employees hired subsequent to the execution of this Agreement shall not be entitled to the fringe benefits included in this Agreement.

It is stipulated and agreed between both parties, for purposes of definition, the "hours of work" restricted only to the Assistant Superintendent of Water and Sewers, shall apply as follows:

(A) The Asst. Superintendent currently employed, or his/her successors, shall be required to work on an eight (8) hours per day schedule, five (5) days per week and forty (40) hours in one calendar week.

(B) In the event Assistant Superintendent is required to perform his duties in excess of forty (40) hours in one week, said Asst. Superintendent shall be compensated and time and one-half of the hourly rate, calculated on a thirty-five (35) hour calendar week, for each hour worked or major portion thereof.

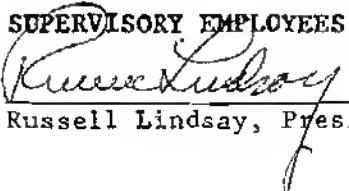
(C) Overtime pay for the aforementioned Asst. Superintendent who may be required to work on Saturday shall be at time and one-half, calculated on a thirty (35) hour week basis.

(D) Overtime pay for the aforementioned Asst. Superintendent who may be required to work on Sunday or a holiday shall be at double time, calculated on a thirty-five (35) hour week basis.


(E) Call-out on Saturday will be at double the regular rate of time worked, calculated on a thirty-five (35) hour per week basis.

(F) By agreement, this stipulation shall become effective January 1, 1992. Any Supervisor who has worked overtime after January 1, 1992, in accordance with this stipulation, shall be required to submit a list of his accrued overtime hours for approval to the Business Administrator, and following approval by the Business Administrator, payment shall be made in accordance with the agreed schedule, retroactively.

SUPERVISORY EMPLOYEES' ASSOCIATION


Russell Lindsay, President

TOWNSHIP OF DENVILLE


James F. Dyer
Mayor